

## **SECTION 1: GENERAL REQUIREMENTS**

### **1.0 INTRODUCTION**

The STATE OF MONTANA, Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for **PORTABLE TOILET AND HANDWASH STATION** services to be provided in the Northern Rockies Geographic Area (Northern Idaho, Montana, and North Dakota) in support of fire suppression, severity, and all risk incidents. A more complete description of the supplies and/or services sought is provided in Section 4 Specification and Pricing of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

DNRC, Montana Disaster and Emergency Services (MDES), The Idaho Department of Lands (IDL), North Dakota Forest Service (NDFS), the USDA Forest Service (FS), the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), US Fish and Wildlife Service (USFWS), and the National Park Service (NPS), are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

**Contractors may submit bids for either portable toilets, handwash stations, or both.**

### **1.1 AGREEMENT TERM**

The contract period shall be for one (1) base year beginning June 01, 2016 and ending May 31, 2017 with an option to renew for two (2) successive one (1) year terms for a potential total of three (3) years from the date of award if mutually agreed to by the Contractor and the Government.

Prices for the first annual period of the contract will be firm and unchanging. The government will annually, on June 1<sup>st</sup>, review the agreement and determine if there will be any price changes resulting in a modification of the awarded agreement.

### **1.2 START WORK**

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the agreement.

### **1.3 INSTRUCTIONS TO BIDDERS**

**1.3.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: Wanemah Hulett  
Address: 2705 Spurgin Road  
Missoula MT 59804  
Telephone Number: 406-542-4350  
Fax Number: 406-542-4242  
E-mail Address: dnrcfirecontracting@mt.gov

**1.3.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might, in any way, affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.3.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.3.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.3.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.3.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or agreement.

**1.3.7 IFB Attachments.**

Attachments:

- A. Bid Submittal Form
- B. Sample Emergency Equipment Rental Agreement (EERA)
- C. General Clauses to the EERA
- D. Federal Acquisition Regulations Clauses (FAR)
- E. Federal Tax Liability/Felony Conviction Submittal
- F. Debarment and Suspension
- G. States Specific Terms and Conditions
- H. Safety Standards
- I. Harassment Free Workplace Policy
- J. Drug and Alcohol
- K. Contractor Performance Report
- L. Incident Order / Agency Contact Information
- M. Payment Offices
- N. Vehicle/Heavy Equipment Safety Inspection Checklist (OF-296)
- O. Taxpayer Identification Request (W-9)
- P. Understands and Will Comply

## **1.4 REQUIRED REVIEW**

**1.4.1 Review IFB.** Bidders shall carefully review the entire IFB. Bidders shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the bidder shall include any terms or requirements within the IFB that preclude the bidder from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

**1.4.2 Form of Questions.** Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the procurement officer listed above on or before **February 29, 2016**, no later than **2:00 p.m., Mountain Time**. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

**1.4.3 State's Response.** The State will provide a written response no later than **March 7, 2016** to all questions received by **February 29, 2016**. The State's response will be by written addendum and will be posted on the State of Montana's website with the IFB at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State.

**1.4.4 Pre-Proposal Meetings.**

- a. The Government is planning pre-proposal meeting(s), during which potential bidders may obtain a better understanding of the work required.
- b. Bidders are cautioned that, notwithstanding, any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a quote.
- c. Pre-season conferences will be held this year at the following location and times. This is your opportunity to participate in a question and answer session with the attending Government Agencies to include Contractor Officers, and subject matter experts.

The meetings will be held at:

**March 1, 2016** 1900 to 2100 hrs.  
Great Falls, MT  
Lewis & Clark Interpretative Center  
4201 Giant Springs Road

**March 2, 2016** 1900 to 2100 hrs.  
Belgrade, MT  
Central Valley Fire/Belgrade RFD  
95 N. Davis

**March 3, 2016** 1900 to 2100 hrs.  
Missoula, MT  
Northern Rockies Training Center – Pintlar Room  
5765 West Broadway

## **1.5 BID SUBMISSION**

**1.5.1 ALTERNATIVE BID SUBMISSION – Please read this information if you are unable to submit your bid through eMACS and intend to submit a bid outside of the eMACS system.** (If your business is not registered with the eMACS system. The State strongly suggests that you register your business).

**For registration assistance:**

406-444-2575 General Assistance

[emacs@mt.gov](mailto:emacs@mt.gov) Email

[vendorportal.mt.gov](http://vendorportal.mt.gov) to register!

Vendor Registration and Data Management Handbooks

Failure to include complete contact information may result in bid disqualification. It is also requested that you contact the procurement officer prior to the bid closing date to notify them of your intention to manually submit a bid.

**You must include a bid coversheet with the following information:**

- ✓ Company Name and Address
  - Type of Entity (e.g. corporation, LLC, etc.)
  - Federal Tax ID#
- ✓ Contact Person's Name
  - Title
  - Authorized Bidder Signature
  - Phone Number
  - Fax Number
  - Email Address
- ✓ Solicitation #
- ✓ Solicitation Project Name

Bidders must submit one original bid (see *ATTACHMENT A - Bid Form*), proof of general liability (with the state listed as the certificate holder and as an additional insured) and worker's compensation insurance, VIN #'s for each piece of applicable equipment, a Taxpayer Identification Request (see *ATTACHMENT O – Taxpayer Identification Request (W-9)*), and Understandings and Will Comply (see *ATTACHMENT P – Understands and Will Comply*).

**1.5.2 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **IFB DNRC-FIRE2016-1038**. **Bids must be received at the receptionist's desk of the Missoula Department of Natural Resources and Conservation prior to 2:00 pm, local time, (March 21, 2016).** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.5.3 Late Bids.** ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.5.4 Tax Identification Number (TIN) / Social Security Number (SSN).** All Contractors must furnish a tax identification number in the space provided on the bid submittal and return the W-9 (*ATTACHMENT O - Taxpayer Identification Request (W-9)*). All Government agencies require a tax identification number in order to process payments.

**1.5.5 Dun & Bradstreet - Data Universal Numbering System (DUNS) Number.** All Contractors must furnish a DUNS number in the space provided on the cover page and bid form. The Federal Government requires a DUNS number in order to process payments. **For information on obtaining a DUNS number call Dun & Bradstreet @ 1-888-814-1435. You can also access the Dun & Bradstreet website @ <http://www.dnb.com/us/> to register on-line.**

**1.5.6 System for Award Management (SAM).** Unless exempted by an addendum to this solicitation, by submission of a bid, the Bidder acknowledges the requirement they shall be registered in the SAM database prior to bid submittal, during performance and through final payment of any agreement resulting from this solicitation. Bidders may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>. Help and tutorials are available on the website.

## **1.6 CHANGE OR WITHDRAWAL OF BIDS**

**1.6.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.3.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**1.6.2 Change AFTER Bid Opening but Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The Bidder shall submit verification of the correct bid to the State prior to the final award by the State.** Bids will be evaluated for price reasonableness. You may be contacted for re-submittal for items deemed unreasonable. This will be determined by the Government.

## **1.7 BID AWARDS**

***Contractors may submit bids for Portable Toilets, Handwash Stations, or both.***

**1.7.1 Basis for Award.** The State intends to award multiple Agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Proposed pricing for ALL line items will be evaluated for reasonableness. Vendors may be given an opportunity for re-submittal if their offer is determined as unreasonable. The end result of this IFB will be two separate geographic resource lists of prequalified Contractors by location and price for which they have agreed to furnish portable toilets and/or handwash stations and related services.

See Section 2.3 Ordering/Dispatch Procedure for additional information.

Since the needs of the State and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place nor is the Contractor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

**1.7.2 Rejection of Bids.** While the State has every intention to award an agreement as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State to award and execute an agreement. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average of prices submitted in any given geographic area;
- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any agreement if the State determines adequate state funds are not available (18-4-313, MCA).

## **1.8 CLAIMS**

Claims settlement is agency specific and remains the responsibility of the incident agency.

**1.8.1 Federal Government Claims.** Unless limited by agency policy or the Agency Administrator, any Federal agency claim may be settled by a warranted Contracting Officer with appropriate delegated authority for that claim. Some agencies may require claims be reviewed by their legal department.

**1.8.2 State of Montana Claims.** Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line Officer or Agency Administrator. These individuals may delegate this authority to other DNRC employees. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident Business Management Manual, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

**1.8.3 State of Idaho Claims.** Settlements arising under the jurisdiction of the State of Idaho can be negotiated by the incident Agency Administrator (Area Manager) up to \$2,500. Settlements exceeding \$2,500 must be referred to the Idaho Department of Lands, Bureau of Fire Management, 3284 West Industrial Loop, Coeur d'Alene, Idaho 83815-6021; office phone: (208) 769-1522.

**1.8.4 State of North Dakota Claims.** Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged injury was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

## **1.9 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE**

### **1.9.1 Contractor Liability for Personal Injury and/or Property Damage.**

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Contractor against all claims for injury or damage.
- c. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

- d. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

## **1.10 LOSS, DAMAGE, OR DESTRUCTION**

### **1.10.1 Loss, Damage, or Destruction.**

- a. For equipment furnished under this agreement WITHOUT operator, the Government will assume liability for any loss, damage, or destruction of such equipment, except that no reimbursement will be made for loss, damage, or destruction due to:
  - (1) Wear and tear, as defined in Section 2.4 Wear and Tear of this solicitation;
  - (2) Mechanical failure;
  - (3) The fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment; or
  - (4) Acts of God, such as, but not limited to: hail, heavy rain, flooding, tornados, other severe weather, and other unforeseen and uncontrollable events.
- b. For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage, or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.



## SECTION 2: DISPATCH/DELIVERY REQUIREMENTS

### **2.0 DISPATCH/DELIVERY REQUIREMENTS**

All equipment awarded under this IFB shall be located and dispatched through a Northern Rockies Dispatch Center. The Contractor will be listed on an established geographic resource list.

### **2.1 AVAILABILITY**

The Contractor is responsible for maintaining their current status by informing their Host Dispatch Center of their availability. When Contractor resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

### **2.2 RELIABILITY**

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

The Government reserves the right to conduct inspections at any time.

See Item 2.5 Inspections.

### **2.3 ORDERING/DISPATCH PROCEDURE**

The Government intends to dispatch Contractor resources based on geographic resource lists established from this solicitation. Orders will primarily come through Dispatch, although Buying Teams or other Government purchasers are authorized to place orders.

See Section 1.7.1 Basis for Award for additional information.

The geographic resource list will identify Contractor resources, location, and price. The Government ordering official (Dispatch, Local Office, etc.) will consult the geographic resource list when an incident occurs and choose the Contractor closest to the incident taking Contractor and mobilization costs into consideration. The ordering official will inform the Contractor of the location, quantity required, and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted, etc.

If possible, only one contractor will be utilized per incident at a time until the contractor runs out of units.

The next time the service is required, the same process will be followed. The Government reserves the right to utilize vendors' resources in a manner that it deems to be in the best interest of the Government. Hosting agencies may establish dispatch priority lists, rotations, or response zones, but such arrangements are not required.

**NOTE: The States of Idaho and Montana reserve the right to select contractors who they (state officials) consider to be in their best interest. This may include contractors who did not participate in this solicitation.**

When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting another Contractor according to the protocol listed above. Contractors shall check in at the assignment at the time agreed when dispatched.



At the time of acceptance of the assignment, the following information will be given to the contractor:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where the Contractor shall meet a Government Representative.  
A map will be provided, if available.
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

The Contractor is required to provide a copy of their Resource Order and Agreement to the Finance/Plans Unit upon check-in. The Contractor shall carry a minimum of **TWO COPIES** of the complete agreement at all times.

Prior to departing for the incident, the Contractor shall provide to Dispatch, the name of the person dispatched with the resources, and the estimated time of departure (ETD) and estimated time of arrival (ETA) from the point of dispatch.

Dispatch offices may use a FAX or email to provide a hard copy of the Resource Order to the Contractor.

**Contractor is REQUIRED to meet all date(s) and time(s) once an order has been accepted by the Contractor.**

## **2.4 WEAR AND TEAR**

Equipment furnished under the agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. **As a result, by entering into this agreement, the Contractor agrees that what is considered wear and tear under the agreement may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.**

## **2.5 INSPECTIONS**

Pre-season inspections will not be done.

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections to ensure compliance with the agreement requirements. Inspection arrangements will be made at the time of order, prior to incident use if possible.

Trailer-mounted mobile 8+ Sink units - The inspections will take place at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

**When submitting equipment for inspection, the Contractor must provide the following documentation, if applicable for the resource:**

- a. Annual Department of Transportation (DOT) inspection records
- b. Proof of insurance
- c. Current vehicle registration
- d. Certified fully loaded weight receipt and/or aftermarket certification
- e. Proof of Workers Compensation or legal exemption

If the resource does not pass inspection at the incident or designated inspection point, it is considered noncompliant. The Contractor may be given 24 hours or a time frame designated by Government

representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, the resource will be removed from the geographic resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures may be grounds for cancellation of the agreement. The Contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

**2.5.1 Portable Toilet/Handwash Station Inspections.** Portable toilets and handwash stations may be inspected by the Government at any point to ensure equipment meets all specifications detailed in this IFB.

**2.5.2 Gray/Black Water Truck and Hauler Vehicles Inspections.** The Government may utilize the Inspection Form (see *ATTACHMENT N - Vehicle /Heavy Equipment Safety Inspection Checklist, OF-296*) to ensure vehicles are in safe and operable condition in accordance with all Local, State, and Federal laws and regulations.

**When submitting equipment for inspection, the Contractor must provide the following documentation:**

- a. Annual DOT inspection records (if applicable, i.e. vehicles over 10,000 GVW/GVWR)
- b. Proof of insurance
- c. Current vehicle registration
- d. Certified fully-loaded weight receipt and/or aftermarket certification (if applicable, i.e. vehicles over 10,000 GVW/GVWR)
- e. Proof of Workers Compensation or legal exemption

**2.5.3 Inspection Reports.**

- All resources shall have a pre/release inspection.
- Original Inspection Report (OF-296) should stay with the host agency.
- A copy of the Inspection Report (OF-296) will be given to the contractor at the time of release.

## **2.6 DEMOBILIZATION**

The Incident Commander will determine the priority of demobilization.

Every attempt shall be made by the Government to give the Contractor adequate notice of demobilization in order to arrange for the equipment required to transport toilet and/or sink units to eliminate the need for an additional trip the last day. Adequate notice is defined as a phone message, fax, text message, or email to the Contractor's office 24 hours before the required demobilization date/time.

## **2.7 RELEASE**

Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Contractors shall not seek out re-assignment from any place other than the Host Dispatch Center. **Resource orders are assigned for a specific fire incident. The Contractor's equipment cannot move to other incidents with the same resource order. A new unique resource order number will be assigned for each incident.**

## **2.8 PROPERTY**

Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance.

Contractor will be charged for consumable goods supplied by the Government and used by the resource while under hire. The cost of all consumable goods shall be deducted from payment to the Contractor.

## SECTION 3: SPECIAL TERMS AND CONDITIONS

### **3.0 AGREEMENT TERMINATION/NONCOMPLIANCE**

**3.0.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this agreement in whole or in part at any time the Contractor fails to perform under this agreement. See Item 2.5 Inspections. If the contractor fails to meet specifications contractor may be removed from the list.

**3.0.2 Workmanship.** All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the fire suppression, severity, and other all-risk incidents. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy (*see Attachment H - Harassment Free Workplace Policy*). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the DNRC Contracting Officer subsequent to the action. Accordingly, the DNRC Contracting Officer may require, in writing, the Contractor be removed from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy. The DNRC Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a Government representative following such a decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from the Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from the Contractor's payment.

### **3.1 PERSONNEL REQUIREMENTS**

**3.1.1 Personnel Requirements - Fair Labor Standards Act (FLSA).** Contractors shall comply with the Fair Labor Standards Act when employing persons less than 18 years of age (Ref. 29 CFR 570). See website: <http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

**3.1.2 English Speaking Requirement.** Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, safety alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

**3.1.3 Incident Behavior.** It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty.

Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (*see Attachment H - Harassment Free Workplace Policy*).

**3.1.4 Compliance with Workers' Compensation Act.** Contractors are required to comply with the provisions of the Workers' Compensation Acts or applicable laws of each state while performing work within the respective State. Compliance must be in accordance with the Idaho Administrative Codes, the North Dakota Administrative Codes, and the Montana MCA § 39-71-401, 39-71-405, and 39-71-417. Proof of compliance must be in the form of documentation of current and valid workers' compensation insurance; an independent contractor exemption; documentation of corporate officer status; as well as documentation that neither the Contractor nor its employees are employees of the Government. This insurance/exemption must be valid for the entire term of the agreement.

**3.1.5 First Aid/Emergency Evacuation/Accidents.** The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the contractor. If contractor personnel are injured, the Government, at the Contractor expense, may evacuate the injured person(s). If the Contractor personnel become ill or are injured and required transport to a medical facility/hospital, the costs shall be at the Contractor's expense.

Contractor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

**3.1.6 Food and Drink.** Contractors are required to provide sufficient food and drink to support contract employees while in travel status and the first shift of the incident. This is not reimbursed by the Government.

After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) staying in camp will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

**3.1.7 Remain Overnight Allowance (RON).** This is not applicable for travel to and from an incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the host unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on established agency rates. Double occupancy of rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

The maximum RON that shall be allowed is based on the number of operators shown on the shift ticket as allowed by the agreement. Payment shall be included as an addition on the Emergency Equipment Use Invoice (OF-286). Documentation of authorization shall be included.

### **3.2 SAFETY STANDARDS**

All Contractor personnel shall comply with *ATTACHMENT H - Safety Standards*.

#### **3.2.1 Contractor Requirements.**

**For trailer-mounted mobile sink units** the Contractor shall perform one microbiological test for total coliform bacteria upon arrival at the incident. The Contractor will be reimbursed \$20 for additional water testing fees if the Government requires a water sample to be submitted more than once every 30 days or if the Government chooses to change water sources, while the trailer-mounted mobile sink unit is assigned to the same incident. The costs of the additional water tests will be reimbursed by adding a credit to the final payment form. The purpose for the required additional water test shall be clearly documented on the invoice form.

For all awardees: each person employed by the Contractor under this agreement shall meet the following minimum requirements:

- a. All personnel shall annually complete Fireline Safety Refresher Training (RT-130) ONLY if they will be staying in fire camp.
- b. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

**3.2.2 Emergency Incident Driving.** The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwcg.gov/pms/pubs/large.html#iibmh> The Contractor is responsible for complying with all other current Federal, State, and Local driving regulations and must adhere to camp speed limits as posted.

### **3.3 PERFORMANCE EVALUATIONS**

Performance evaluations will be performed at the incident, dispatch, or by the host agency utilizing the Evaluation form (see *ATTACHMENT K – Contractor Performance Report*) by the Government representative supervising the work. This form is the only performance evaluation that will be accepted by the DNRC Contracting Officer. The Government representative's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the Government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the appropriate Government representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host Unit incident file. Evaluations are to be sent to the following address:

Procurement Officer: Wanemah Hulett  
Address: 2705 Spurgin Road  
Missoula MT 59804

## SECTION 4: SPECIFICATIONS AND PRICING

### **4.0 EQUIVALENT PRODUCTS**

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

### **4.1 PURPOSE**

**4.1.1 Purpose.** The purpose of this solicitation, and resulting in multiple agreements, is to establish terms, conditions, and specifications for PORTABLE TOILET AND HANDWASH STATION services used in support of fire suppression, severity, and all-risk activities for multiple federal and state agencies throughout the Northern Rockies Geographic Area and in support of national incidents.

A given piece of equipment can be under hire to only one agency at a time.

See Sections 1.7.1 Basis for Award and 2.3 Ordering/Dispatch Procedure for additional information.

**Under exigency situations, there is no guarantee the listed Contractors will be called. In an exigency situation, factors other than price (such as location, ability to meet timeframes, etc.) may be considered prior to placing an order.**

### **4.2 PRICING**

The Government intends to award multiple Agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Proposed pricing for **ALL** line items will be evaluated for reasonableness. Reasonable price technically acceptable will be the basis for award.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the agreement specifications. Refer to 4.3 Technical Specifications and Servicing, for additional equipment information.

**4.2.1 Proposed Rates.** Payment will be at rates specified and, except as provided in 4.7 Exceptions, and shall be in accordance with the following

Proposed daily rates shall include, but are not limited to:

- 100 miles per calendar day
- Labor (as required)
- Equipment
- Operating Supplies
- Materials
- Removal and disposal of all waste
- State and Federal taxes (including workers' compensation costs)
- Insurance coverage
- Transportation Costs
- Overhead and Profit
- Any costs/fees necessary to ensure equipment/operators meet the specified standards



As required by the agreement, rates shall also include any costs associated with a Contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, and power generation.

**4.2.2 Serviced Daily Rate.** All portable toilets are ordered at the serviced daily rate. Deviations from daily servicing as determined by the government are defined below in 4.2.3. Payment will be made on basis of calendar days (0001-2400). Serviced Daily rate shall include first day delivery/set up, daily rental rate per Item 4.2 Pricing, one service call per day (including all supplies), last day pickup (with 24-hour notice). First day delivery and set up is considered serviced. ***Equipment furnished under this agreement is not subject to pro-rating on the first or last day.***

**4.2.3 Unserviced Daily Rate.** Payment will be made on basis of calendar days (0001-2400). Unserviced Daily Rate shall apply when the units are specifically “unserved” as directed by the government. ***Equipment furnished under this agreement is not subject to pro-rating on the first or last day.***

**4.2.4 Additional Service Calls Fee.** Additional service calls if ordered for the same day that units have already been serviced, will be paid at the “Additional Service Call” rate per unit as identified on the Emergency Equipment Rental Agreement (EERA). It is the intent of this IFB that all units ordered for servicing would be serviced in the same service call trip.

**4.2.5 Mileage.** Total Miles per calendar day (less the 100 miles included in the rate) will be paid at the “Mileage” rate per mile as identified on the EERA. This includes to and from all gray water dumping sites. Total mileage per calendar day will be included in the REMARKS section of the Emergency Equipment Shift Ticket (OF-297) for reimbursement.

Mileage will be determined with one of the online route/direction websites.

**4.2.6 Remote Hourly Rate.** As determined by the Host Agency/IMT, a separate hourly charge may be paid per vehicle for travel on unimproved roads. Distance traveled on unimproved roads must exceed ½ mile from the improved road. Time will start when travel exceeds the ½ mile from the improved road and stop at the same upon return. Mileage traveled on unimproved roads will still be considered as part of the Total Daily Mileage.

The remote hourly rate explanation shall be included in the REMARKS section of the Emergency Equipment Shift Ticket (OF-297) and signed by a Government official.

Consider when determining this hourly charge that you are still being paid mileage for this travel if travel is over 100 miles.

**4.2.7 Pickup, Reset and Relocation Fee**

1. Pickup fees will be paid when the Contractor has already serviced the units on the pickup day and is ordered by the Government to make a second trip to pick up the units.
2. Reset/relocation fees shall be paid per unit when requested to move units or reset due to unforeseen circumstances not due to any negligence in the delivery or initial setup. One day notification is required so the Contractor can bring the required trailer for moving units. It is the responsibility of the Contractor's employee to check with the Contractor's office to determine if the items are being demobed that day.

The Finance Unit will work in tandem with Logistics to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the

duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Agency Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

## **4.3 TECHNICAL SPECIFICATIONS AND SERVICING**

### **4.3.1 Portable Toilets.**

<b>Technical Specifications</b>	<b>Standard</b>	<b>Handicap</b>
Storage tanks must be a minimum of 35 gallons with no leaks.	X	X
Doors must be securely fastened to the frame.	X	X
Door must have an "IN USE" sign when latched from the inside.	X	X
Floors shall be solid and secured to the side walls.	X	X
Air stacks for ventilation shall be one piece construction. Units shall provide separate and sufficient ventilation to both the unit and the waste reservoir.	X	X
Urinals shall not be cracked or leak and shall drain into the holding tank.	X	
Toilet seats shall be made of a plastic substance for easy cleaning.	X	X
Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder.	X	X
Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.	X	X
One 12 oz. instant hand sanitizer pump dispenser identified to kill 99.9% of most common germs that may cause illness, without soap or water.	X	X
Owner's name and unique identifier number shall be labeled on two visible sides on each toilet.	X	X
The handicap units shall conform to ADA regulations for handicap accessible portable toilets including an access ramp.		X

**4.3.1.1 Service Portable Toilets.** Service intervals will be determined by the IMT. THREE options are allowed under the solicitation:

- **SERVICED RATE:** a minimum of 1 (ONE) daily;
- **UNSERVICED RATE:** one service prior to demob, additional servicing will be charged at the "Additional Service Rate"; as ordered by the government.
- **ADDITIONAL SERVICE RATE.** All service calls in excess of the daily service call will be paid in accordance with the Additional Service Fee item in 4.2 - Pricing and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

Contractor is responsible for maintaining units in clean, sanitary, and good working condition free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims will be clean. The Contractor is responsible for all supplies and materials related to the cleaning and servicing of the unit. All cleaning procedures and waste disposal are required to meet applicable current Federal, State, and local laws or regulations, Federal and State Potable Water Codes, OSHA standards, and other contractual requirements. All service calls in excess of the included daily service call will be paid in accordance with the Unserviced Rate or Additional Service Fee item in *4.2 Pricing*, and labeled as such on the Emergency Equipment Shift Ticket (OF-297).

Service trucks for pumping black water from portable toilet units may not be used for servicing handwash station units unless they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State, and local sanitation regulations. ***Service trucks for pumping black water from portable toilet units must have a separate hose and wand to service the handwash stations and must meet all Federal, State, and local sanitation regulations. Gray water and black water hoses must be marked on both ends to identify use.***

**Daily and Additional Service shall include:**

- Removal and disposal of all waste in accordance with State and local law, as well as removal of trash in and around the unit.
- Cleaning of the unit inside and out. Unit floors must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Toilet bowls, urinals, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant.
- Repairing any damage.
- Refilling of toilet chemicals and hand sanitizer dispenser.
- Stocking of toilet paper and any other consumables when applicable.

#### **4.3.2 Handwash Stations.**

<b>Technical Specifications</b>	<b>Portable 2 Sink Unit</b>	<b>Trailer-Mounted Mobile 8 Sink Unit</b>
Fresh water tanks shall be sealed for personal hygiene. Snap in water bladder bags are not acceptable.	X	
Height	min 35"	
Width	min 21"	
Fresh Volume	min 45 gal	
Waste Volume	min 45 gal	
Approximate # of uses between service	630	
Foot operated pump (one per basin)	X	
Liquid soap dispenser (phosphate free)	X	X
At least eight wash basins (sinks) per unit		X
<b>Minimum 400 gallons</b> of gray water and <b>minimum of 400</b> gallons potable water holding capacity. If bladder bags are used each bag shall have the size and description stenciled on the bag in letters no less than 4 inches high stating the number of gallons and potable or gray water.		X
The ability to maintain hot water up to 110° (minimum temperature of 101° F) and a mixing faucet for cold water that allows for the washing of both hands while the water is running.		X
The Contractor shall provide paper towels and phosphate free liquid soap for every two sinks.	X	X
Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.		X
Wash basins (sinks) spaced no closer than 24" on center		X
Adequate self-contained outside lighting for use of the handwashing station in darkness at each wash basin (sink).		X
Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.	X	X
Electrical outlets, a minimum of 4 (120V) must be provided.		X
Waste receptacle attached	X	X
<b>Optional Features</b>		
If providing mirrors, one mirror shall be provided for each sink or one solid mirror of sufficient length which provides viewing at each sink.		X

##### **4.3.2.1 Equipment Marking.**

- All bladder bags used shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).
- All bladder bags must conform to National Wildfire Coordinating Group (NWCG) specifications, to include testing and sanitization (for potable water). See website: [www.nwcg.gov](http://www.nwcg.gov)
- All hoses used shall be labeled at both ends to identify their use (i.e. gray or potable).

**4.3.2.2 Custom Units.** Contractors may offer to supply custom made units. If doing so, the Contractor must supply a complete list of specifications similar to those listed above. Failure to supply specifications will be cause to determine the offer to be non-responsive and removed from further consideration.

**4.3.2.3 Additional Safety Equipment.** All equipment (including optional equipment) is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All stationary equipment shall be supplied with oil spill prevention pads or containment units, under the fuel tank, engine, and any other petroleum container, except for miscellaneous "safety cans" under 10 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

All vehicles shall meet all State Motor Vehicle Requirements and shall have:

- a. A fire extinguisher, multi-purpose 2A10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag to a 6-year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- b. Reflectors, triangles, bi-directional (one set of 3)
- c. Two wheel chocks
- d. Approved spark arrester on all naturally aspirated engines
- e. Seat belts
- f. Flashlight

**4.3.2.4 Service Handwash Stations.** Service intervals will be determined by the IMT/Host Agency. THREE options are allowed under the solicitation:

- SERVICED RATE: a minimum of 1 (ONE) daily;
- UNSERVICED RATE: one service prior to demob, additional servicing will be charged at the "Additional Service Rate"; as ordered by the government.
- ADDITIONAL SERVICE RATE. All service calls in excess of the daily service call will be paid in accordance with the Additional Service Fee item in 4.2 - Pricing and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

Contractor is responsible for maintaining units in clean, sanitary, and good working condition free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims will be clean. The Contractor is responsible for all supplies and materials related to operating, cleaning, and servicing of the unit. All cleaning procedures and waste disposal are required to meet applicable current Federal, State, and local laws or regulations, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. For the trailer-mounted handwash station, all equipment surfaces intended for potable water contact, including source-fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to affect and maintain sanitation of such surfaces. Procedures to be used are listed in NWCG Potable Water Standards. Disinfection needs to occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled. Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24

hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water.

All service calls in excess of the daily service call will be paid in accordance with the Additional Service Fee item in 4.2 - Pricing and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

**Daily and Additional Service shall include:**

- Removal and disposal of all waste in accordance with State and local law, as well as removal of trash in and around the unit.
- Unit floors (if applicable) must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Sink basins, countertops, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant and free from spots, streaks, marks, dust, dirt, and debris.
- Repairing any damage
- Refilling of any chemicals, liquid soap dispensers, and stocking of paper towels.

Service Description	Portable 2 Sink Unit	Trailer Mounted Mobile 8 Sink Unit
Potable Water Supply	Contractor responsibility	Government responsibility
Cost of Gray Water Disposal	Contractor responsibility	Government responsibility

Contractor is responsible for gray water disposal and supplying potable water in accordance with State and local law for 2 sink portable handwash stations. The incident camp will provide potable water and gray water service for trailer mounted handwash units. Service trucks for pumping black water from portable toilet units may not be used for servicing handwash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State, and local sanitation regulations. ***Service trucks for pumping black water from portable toilet units must have a separate wand to service the handwash stations and must meet all Federal, State, and local sanitation regulations.***

This solicitation requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the *Federal Biobased Products preferred Procurement Program (FB4P)*. Information is available at <http://www.biopreferred.gov>

#### **4.4 PAYMENTS**

Payment will be made on the basis of calendar days (0001-2400). The Host Agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286).

Time under hire shall start at the time the resource begins traveling (point of hire) to the incident after being ordered by the Government (not at the time of dispatch), and end at the estimated time of arrival back to the point of hire after being released, except as provided in 4.7 Exceptions.

#### **4.5 TIMEKEEPING/INVOICING PROCESS**

After each operational period worked (service visit), time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage and service. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297)



including the total number of units in service each day. All payment options will be listed separately – daily service, daily unserviced, additional service, reset/relocation, and mileage. Each shift ticket will indicate the total number of units serviced and/or unserviced. Each shift ticket will document in the REMARKS section the running total of units on the incident, reflecting the change in units ordered and demobed as the incident progresses. The Government and the Contractor representatives will sign the OF-297 verifying the units serviced/unserviced daily. It is the responsibility of the Contractor to turn the completed Emergency Equipment Shift Tickets (OF-297), into the Finance Unit for time posting.

When the resource is released from the incident, the Finance Unit will close out the Emergency Equipment Use Invoice (OF-286).

The incident will submit a payment package, in accordance with host agency direction. This may include all signed originals of the Emergency Equipment Use Invoice (OF-286), Emergency Equipment Shift Tickets (OF-297), inspection form, and copy of the resource order to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

#### **4.6 ORDER CANCELLATION**

Order cancellation, enroute: If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the Host Agency in accordance with 4.4 Payments, 4.5 Timekeeping/Invoicing Process, 4.6 Order Cancellation, and 4.7 Exceptions.

#### **4.7 EXCEPTIONS:**

- a. No further payment will accrue during any period that the resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor, equipment may be considered withdrawn by the Contractor in accordance with Item b. above, except that the Government will bear all costs of returning resources and/or operators to the point of hire as promptly as emergency conditions will allow.
- d. No payment will accrue when the Contractor is off shift in compliance with mandatory work/rest guidelines.
- e. Deductions - unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services provided for the Contractor by the Government will be deducted from the payment to the Contractor.



## IFB Checklist

### INFORMATIONAL UPDATE:

- All vendors should register at our vendorportal.mt.gov information website: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=StateOfMontana>. Once you are registered on this site, you will be notified when solicitations are posted. Vendors will not receive any additional notification from DNRC. It is the vendor's responsibility to research and stay informed of the process.
- Solicitations will be posted on the <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> website.

### HAVE YOU REMEMBERED TO?

- Check our website for the latest addendum to the IFB?
- Sign your bid cover sheet?
- Mark your mailing envelope or box with the IFB number and the due date under your return address?
- Carefully review the "Standard Terms and Conditions"?
- Carefully review all listed requirements to ensure compliance with the IFB?
- Initial all bid/pricing changes you made?

**The following items MUST be included with our bid.** Failure to include ANY of these items may result in a nonresponsive determination.

- Signed Cover Sheet.
- Sign each "Acknowledgement of Addendum" if required.
- Bid Submittal Form (*ATTACHMENT A*).
- Provided Proof of current:
  - Commercial General Liability Insurance;
  - Workers Compensation Insurance or Contractors Exemption Certificate.
- VIN# for each piece of equipment, if applicable. Required for mobile/trailer mounted handwash units.
- Federal Tax Liability/Felony Conviction Submittal (*ATTACHMENT E*) Agreement number will be added after award.
- Debarment and Suspension (*ATTACHMENT F*)
- Taxpayer Identification Request (W-9) (*ATTACHMENT N*).
- Understands and Will Comply (*ATTACHMENT O*).

The following Bid Form and Cover Page MUST be submitted

**2016 BID FORM  
PORTABLE TOILETS/HANDWASH STATIONS**

1. Contractors may submit bid for either portable toilets, handwash stations, or both. 2. Print or Type. Form must be legible.

**CONTRACTOR (Name and Address):**

**Location of Equipment:**

**Dispatch Center:**

**EIN/SSN:**

**DUNS #:**

**SAM: Y N**

**Email Address:**

**Phone No. (Day):**

**Phone No. (Night):**

**Cell Phone No.:**

**FAX No.:**

**BUSINESS SIZE OF CONTRACTOR:** a. ☐ small b. ☐ Other c. ☐ Women-Owned d. ☐ Small Disadvantaged  
e. ☐ HUB Zone f. ☐ Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)

ITEM DESCRIPTION	WORK OR DAILY		
	Serviced Rate (Includes one daily service call)	Unserviced Rate (No daily service call)	Unit
<b>Portable Toilet Rental</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)			Ea.
<b>Handicap Portable Toilet Rental</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)			Ea.
<b>Handwash Station - 2 Sink Rental</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)			Ea.
<b>Handwash Station – 8+ Sink Rental</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)			Ea.

ITEM DESCRIPTION		WORK OR DAILY RATE	
<b>Mileage</b> (Rate per mile exceeding 100 miles per calendar day.)			Mi.
<b>Delivery Capabilities</b> (number of units per trip)			Ea.
<b>Remote Hourly Rate</b> (Rate per vehicle per hour for unimproved roads (as determined by the incident Management team/host agency) that exceeds ½ mile from improved roads.)			Hr.
<b>Additional Service Calls</b> (Per unit, if ordered.)			Ea.
<b>Pickup Fee (ADDITIONAL)</b> (Per unit, if ordered.)			Ea.
<b>Reset/Relocation Fee</b> (Per unit, if ordered.)	2 Sink Reset/Relocation: 8+ Sink Reset/Relocation: Toilet Reset/Relocation:		Ea.
<b>Contractor's or Authorized Agent's Signature:</b>	<b>Date:</b>	<b>Print Name and Title:</b>	

SAMPLE		PORTABLE TOILETS / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement				Page 1 of 2	
1. PROCUREMENT AGENCY a. Name and address:  XXXX Land Office XXXXXX XXXXXX XX XXXXX		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): XXXXXXXXXXXXXXXXXXXX					
		3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: XX/XX/XXXX b. Ending: XX/XX/XXXX c. Specific incident only: Incident Name: Incident Number:					
4. CONTRACTOR a. Name and address: Joe Smith Contracting 123 ABC Street Anytown, State, Zip		5. POINT OF HIRE (Location when hired if different than Block 4):		6. ORDERING DISPATCH CENTER			
b. EIN/SSN: c. DUNS #:		7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)					
d. EMAIL Address: e. Phone No. (Day): Phone No. (Night): Cell Phone No.: FAX No.:		8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
		9. Delivery capabilities (number of units per trip)					
10. BUSINESS SIZE OF CONTRACTOR: a. <input type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)							
11. ITEM DESCRIPTION: Equipment (include VIN, make, model, year, serial no., accessories or other identifying features).		12. NO. OF OPERATORS PER SHIFT	13. HRLY/ DAILY/ MILEAGE/ SHIFT BASIS (ss/ds; ref. Cl.6) Rate Unit		14. SPECIAL	15. GUARANTEE (8 HOURS)	
Portable Toilet Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Portable Toilet Rental – Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Handicap Portable Toilet Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Handicap Portable Toilet Rental – Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Handwash Station – 2 Sink Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Handwash Station - 2 Sink Rental – Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Handwash Station – 8+ Sink Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Handwash Station – 8+ Sink Rental – Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)		1	\$0.00	Daily Ea.	N/A	N/A	
Mileage (Rate per mile exceeding 100 miles per calendar day).		1	\$0.00	Mi.	N/A	N/A	
Remote Hourly Rate (Rate per vehicle per hour for unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads.)		1	\$0.00	Hr.	N/A	N/A	
Additional Service Calls (Per unit, if ordered.)		1	\$0.00	Ea.	N/A	N/A	
Pickup Fee (ADDITIONAL) (Per unit, if ordered.)		1	\$0.00	Ea.	N/A	N/A	

<b>Reset/Relocation Fee</b> (Per unit, if ordered.)	<b>2 Sink Reset/Relocation:</b>	<b>1</b>	<b>\$0.00</b>	<b>Ea.</b>	<b>N/A</b>	<b>N/A</b>
	<b>8+ Sink Reset/Relocation:</b>	<b>1</b>	<b>\$0.00</b>	<b>Ea.</b>		
	<b>Toilet Reset/Relocation:</b>	<b>1</b>	<b>\$0.00</b>	<b>Ea.</b>		

<b>SAMPLE</b>	<b>PORTABLE TOILETS / HANDWASH STATION SERVICES</b>	<b>Page 2 of 2</b>
<b>Emergency Equipment Rental Agreement</b>		

#### 16. SPECIAL PROVISIONS

- A. **Serviced Daily Rate:** Per unit shall include first day delivery, daily rental rate, one service call per day (including supplies), and last day pickup (with 24-hour notice).
- B. **Unserviced Daily Rate:** Per unit shall include first day delivery, daily rental rate, and last day pickup (with 24-hour notice).
- C. **Mileage:** Exceeding 100 miles per calendar day will be paid at the indicated rate (see 4.2.5 Mileage).
- D. **Remote Hourly Rate:** For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).
- E. Equipment furnished under this agreement is **not subject to pro-rating on the first or last day.**
- F. **Additional Service Calls:** Will be paid at the rate indicated per unit if ordered for the same day that units have already been serviced.
- G. **Pickup Fees:** Will be paid only if the Contractor has already serviced the units on the pickup day and is ordered by the Government to make a second trip to pick up units.
- H. **Reset/Relocations Fees:** Shall be paid per unit when requested to move units or when a unit has to be reset. One day notification is required.
- I. **Portable Toilets:** Contractor is responsible for removal and disposal of all waste.
- J. **Gray Water/Portable Water (Handwash Stations) – Contractor** is responsible for gray water disposal and supplying potable water for 2 sink portable handwash stations. **Government** is responsible for gray water disposal and supplying potable water for trailer mounted mobile 8 sink units.
- K. All terms, conditions, specifications, and attachments contained in **IFB DNRC-FIRE2016-1038** are attached hereto and incorporated herein by reference.
- L. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.

<b>17. Contractors or Authorized Agent's Signature:</b>	<b>18. Date</b>	<b>19. Print Name and Title</b>
<b>20. Federal Contracting Officer's Co-Signature:</b>	<b>21. Date</b>	<b>22. Print Name and Title</b>
		<b>a. Phone No.</b> <b>b. FAX:</b>
<b>23. DNRC Contracting Officer's Co-Signature:</b>	<b>24. Date</b>	<b>25. Print Name and Title</b>
		<b>a. Phone No.</b> <b>b. FAX:</b>

## GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1. Condition of Equipment:** All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2. Time Under Hire:** The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3. Operating Supplies:** As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4. Repairs:** Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5. Timekeeping:** Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

### **CLAUSE 6. Payments**

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 13*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT:** Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (*column 14*) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (*column 13*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
  - (a) **Shift Basis (Portion of calendar day)**
    - 1) **Single Shift** - (SS) is staffed with one operator or one crew
    - 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
    - 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

### **CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

**CLAUSE 8. Subsistence:** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required.

Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9. Loss, Damage, or Destruction:**

(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10. Contractor's Responsibility for Property and Personal Damages:** Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11. Deductions:** Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12. Personal Protective Clothing and Equipment:** The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13. Commercial Motor Vehicles:** All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:  
[www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14. Claim Settlement Authority:** For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**CLAUSE 15. Changes:** Changes to Emergency Equipment

Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16. Firearm – Weapon Prohibition:** The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a Leatherman.

**CLAUSE 17. Work Rest and Length of Assignment:** The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18. Harassment Free Workplace:** Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.gpoaccess.gov](http://www.gpoaccess.gov)

**CLAUSE 19. Definitions -** The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.**



**FEDERAL ACQUISITION REGULATION CLAUSES (FAR)****Contract Terms and Conditions Required to Implement Statutes or Executive Orders –****Commercial Items (Feb 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- \_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved]
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved]
- \_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).



- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_X\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_X\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_X\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_X\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_X\_ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_X\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_X\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_X\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_X\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_X\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### C.2 -- 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://acquisition.gov/far/> or <http://farsite.hill.af.mil/>.

52.212-4 Contract Terms and Conditions Commercial Items (May 2015)

52.223-1 Biobased Product Certification (MAY 2012)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

52.236-7 Permits and Responsibilities (NOV 1991)

52.245-1 Government Property (APR 2012)

#### AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS Alternate 1 (Feb 2012)

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and  
(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

#### ASSIGNMENT OF CLAIMS.

(a) Assignment of claims is not authorized.

(b) In accordance with FAR Part 32.803, it is determined prohibiting assignment of claims against this I-BPA and any resultant resource order is in the Governments interest.

(c) Pursuant to FAR 52.212-4, vendors shall not change the name or address for EFT payments in the SAM record to reflect an assignee for the purpose of the assignment of claims.

FOR A COPY OF THE 2015 WAGE DETERMIANTION; No.: 1995-0221 Revision No.: 38 see:  
<http://www.fs.fed.us/r1/fire/nrcg/agree-contract/index.html>

Vendor Name: \_\_\_\_\_  
*Vendor to insert name here*

Agreement Number: AG-0343-B-\_\_\_\_\_-\_\_\_\_\_ (government to insert agreement number here)

**AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction.  
 (DEVIATION 2012-01) Alternate 1 (Feb 2012).**

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) **The Offeror is [ ], is not [ ] (check one)** an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) **The Offeror has [ ], has not [ ] (check one)** been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) **Offeror has [ ], has not [ ] (check one)** had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) **The Offeror does [ ], does not [ ] (check one)** have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Return to:

USDA Forest Service  
 Region 1, Regional Office  
 Attn: AQM, D. Wesselius  
 200 E. Broadway  
 Missoula, MT 59802

Or FAX to: 406-329-3682, Attention D. Wesselius



Form AD-1048 (1/82)

## U. S. DEPARTMENT OF AGRICULTURE

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*Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions*


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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE	
SIGNATURE(S)	DATE

*INSTRUCTIONS FOR CERTIFICATION*

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**DEBARMENT:** Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered

are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PATENT AND COPYRIGHT PROTECTION:** If a third party makes a claim against the State that the products furnished under this purchase order infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://sfsd.mt.gov/SPB/Preferences>

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See *Section 18-4-313(4), MCA.*)

**REFERENCE TO CONTRACT:** The contract or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

**WARRANTY FOR SERVICES:** Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.



**Idaho Department of Lands Standard Terms & Conditions, Office Locations****1. INSURANCE REQUIREMENTS**

- a. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the Department of Lands with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Department of Lands.

**(1) Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

**(2) Automobile Insurance**

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.



(3) Worker's Compensation Insurance

The Contractor shall maintain worker's compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Department of Lands with a certificate of insurance evidencing such coverage.

- b. By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
- c. The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

### SECTION 400

### PURCHASING – GENERAL POLICIES

SOURCE: SBHE Section 803.1, Purchasing Procedures  
NDSU President

1. Each institution shall develop and implement necessary and appropriate policies and procedures to ensure compliance with laws and State Board of Higher Education policies governing purchasing. Officers and employees involved in purchasing decisions shall comply with all applicable federal and state laws and regulations relating to conflict of interest and acceptance of gifts and gratuities. Institution purchasing policies and procedures shall incorporate (or refer to) SBHE Policy 611.4 relating to conflict of interest, and include procedures for disclosing a conflict of interest. Further, institution purchasing policies and procedures shall address whether vendors' offers of scholarships, endowments, and other premiums contained in bids or proposals will be considered and, if so, the criteria for evaluating such offers.

#### *NDSU Guidelines*

- 1.1 *The Director of Purchasing is responsible for the preparation and enforcement of NDSU purchasing policies. The Director of Purchasing may delegate authority to an NDSU employee to purchase specific types and classes of goods and services with prior written authorization by the departmental supervisor. This authorization shall specify what may be purchased by the employee and the duration of the purchasing authorization.*
- 1.2 *Purchasing has the responsibility for obligating the University and for making the final determination of source of supply consistent with the required delivery schedule, ability to meet specifications and price negotiations, except where others are so authorized. These decisions will be made in conjunction with user departments as appropriate.*
  - 1.2.1 *In the event there is an unauthorized purchase, Purchasing will arrange to meet with the individual(s) and the supplier to reduce the potential for future non-compliance. Any unauthorized purchase may result in holding the individual personally responsible.*

1.3 *The basic responsibilities of Purchasing and those of the using departments are as follows:*

Purchasing	Requestors
Responsible for:	Responsible for:
1. Prequalifying suppliers	1. Preparing purchase requisitions
2. Taking bids	2. Providing reasonable lead time
3. Processing quotations	3. Providing justifications as required
4. Negotiating with suppliers	4. Assuring that contract and grant requirements are met
5. Making awards	5. Assuring that funds are available
6. Releasing award information	6. Others as appropriate
7. Auditing purchasing actions of others	
8. Administering a minority business development program	
9. Others as appropriate	

1.4 *No personal purchases shall be made in the name of the University nor shall any University resources be used in any way for the purpose of making personal purchases.*

1.5 *North Dakota University System, Policy 611.4; North Dakota State University Policy 151 - Conflict of Interest and North Dakota Century Code Sections 12.1-13-03 and 48-02-12 are referenced and made part of this Purchasing Policy. Any employee of the University authorized to sell or lease any property or make any contract in the employee's official capacity may not be interested in any such sale, lease or contract.*

1.6 *All employees involved in federal fund projects shall comply with the conflict of interest requirements that govern any federal grants or other sponsored agreements.*

1.7 *Equipment and supplies purchased for use by a governmental agency are not subject to sales/use tax or federal excise tax except heating fuel, gasoline and property purchased by NDSU that is installed by an independent contractor. A letter is on file in the Purchasing Department which may be sent to vendors who need proof of our tax exemption.*

1.8 *In addition to this section, all other federal and state laws, rules and regulations relating to Purchasing must be followed.*

2. NDUS institutions shall cooperate and make joint purchases with the Office of Management and Budget Purchasing Division when advantageous to do so as intended by North Dakota Century Code 54-44.4-02. Institutions may also purchase equipment or supplies through participation in joint purchasing alliances formed with other states or organizations, when it is advantageous to do so. Additional bids or proposals shall be solicited from other vendors when required by law or this policy.

*NDSU Guidelines*

2.1 *All NDSU personnel will be required to purchase from prime vendor or other annual contracts or other such pricing agreements that are established.*

3. Personal property, equipment or supplies estimated at less than \$10,000 may be purchased at the discretion of the institution. When feasible, informal quotes or proposals should be solicited from more than one vendor. Reasonable steps shall be taken to ensure that qualified North Dakota vendors have an opportunity to compete for the contract. Personal property, equipment or supplies estimated at

\$10,000 or more must be purchased from formal bids. As many sources as possible, including qualified North Dakota vendors, should be solicited.

*NDSU Guidelines*

*3.1 NDSU employees authorized by their respective department or unit can make a single non-repetitive purchase of a good or service in the amount of \$5,000.00 or less. Purchases of \$5,000.01 and above shall be processed through the NDSU Purchasing Department.*

4. Consulting or other contract services and insurance estimated at less than \$100,000 shall be purchased by negotiation, telephone or informal written quote or proposal. When feasible more than one vendor should be requested to submit prices to ensure appropriate competition. Reasonable steps shall be taken to ensure that qualified North Dakota vendors have an opportunity to compete for the contract. Consulting or other contract services or insurance estimated at \$100,000 or more must be purchased through a formal request for proposal process that includes procedures for identifying eligible vendors, developing a comprehensive requirements document, specifying unique needs, negotiating mutually acceptable contract terms, and listing minimum proposals requirements. Payments for services may be made only according to a written contract.

*NDSU Guidelines*

*4.1 Consulting services and insurance greater than \$50,000 shall be coordinated through the Purchasing Department.*

5. Personal property, equipment or supplies estimated at \$10,000 or more, must be purchased from formal bids. As many sources as possible, including qualified North Dakota vendors should be solicited. All service contracts for a term in excess of three years shall include a provision for review of contract performance at specified intervals, not less frequently than once every two years. Service contracts may not exceed a term of ten years.

*NDSU Guidelines*

*5.1 Formal bids for goods and services shall be processed through the NDSU Purchasing Department.*

6. Items which do NOT require competitive bidding are purchases made from discount contracts under a group alliance or consortium, other items possessing unique characteristics or properties which because of those peculiarities are essential to the conduct of particular research projects or instructional endeavors or sole source services. Purchases of an item or service under this exception is permitted only with the written approval of the purchasing officer or other official delegated that authority based upon documentation of:
  - a) The unique characteristics of the products, and
  - b) Specifically what task is to be performed requiring the unique characteristics of the product. The purchasing office shall document in writing the process in all cases in which the lowest bid is not accepted. All required documentation shall be retained according to governing records retention policies.

## *NDSU Guidelines*

- 6.1 *A letter of justification on any sole source purchase not covered under a term contract, priced at \$5,000.00 and above shall be sent to the Director of Purchasing.*
- 6.2 *Items which do not require competitive bidding are:*
- a) Utilities such as telephone, electric power, and natural gas services*
  - b) Public books and maps, periodicals and technical pamphlets.*
  - c) Services for the maintenance or servicing of equipment by the manufacturer or authorized servicing agent of that equipment when the maintenance or servicing can best be performed by the manufacturer or authorized service agent, or when such a contract would otherwise be advantageous to the state.*
  - d) Direct purchases from any NDSU campus auxiliary service or internal service fund operation(s).*
  - e) Term contracts created by the NDSU/NDUS/State Purchasing Personnel.*
  - f) Consulting Services up to \$50,000 (excluding architect/engineering services) if the Contracted Services Agreement form is used or an agreement is reviewed and approved by the University's General Counsel. The Purchasing Department will determine if competitive bids are required for services greater than \$50,000 but less than \$100,000.*
  - g) Construction/Remodeling Services up to \$10,000 total project cost, if the Contracted Services Agreement form is used and the specifications are in compliance with applicable building codes and policies and the NDUS/NDSU "Guidelines for Architects and Engineers" manual. A copy of the completed form should also be sent to the Facilities Management Director, Thorson Maintenance Center.*
7. Preference shall be given to North Dakota bidders when required pursuant to N.D.C.C. Section 44-08-01. Accordingly, preference equal to the preference given or required in the state of a nonresident bidder shall be given in purchasing any goods, merchandize, supplies, or equipment. Also, when accepting bids for the provision of professional services, including research and consulting services, the contract shall be awarded to a resident North Dakota bidder if the bid of the resident North Dakota bidder is equal to or less than the low bid of a nonresident bidder and the resident North Dakota bidder has an acceptable performance history and meets the minimum requirements specified in the bid solicitation.

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### HISTORY:

Amended	July 1990
Amended	January 1997
Amended	March 2003
Amended	July 2004
Housekeeping	August 2011
Housekeeping	July 23, 2012

## SAFETY STANDARDS

NOTICE: The following minimum contract standard shall be upheld at all times. The DNRC or Agency Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

### A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2<sup>nd</sup> ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

### B. Smoke and Carbon Monoxide

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health Hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

### C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to [www.nwcg.gov](http://www.nwcg.gov).

### D. Seat Belts

Seat belts will be available and used in any vehicle when in motion. It is the operator's responsibility to ensure compliance.

### E. Personal Protective Equipment (PPE)

Contractor must meet all Federal, State and Local sanitation laws.

### F. Fireline Leadership Communications Skills

All personnel in leadership positions such as Equipment Operators, Engine Bosses, and radio operators shall be able to communicate fluently at a conversational level in English. Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.



#### **G. Incident Identification/Qualification Card**

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc.

#### **H. Physical Demands**

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Copies of the publication titles "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at [www.nwcg.gov](http://www.nwcg.gov), in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

#### **I. Work/Rest/Driving/ and Length of Assignment Guidelines**

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: [www.nwcg.gov](http://www.nwcg.gov)

## HARASSMENT FREE WORKPLACE POLICY

**POLICY:** The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

**ACTION REQUIRED:** Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

**LOCATIONS COVERED:** The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

**WHAT HARASSMENT IS:** Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display or offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles. Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact your Procurement Unit Leader, DNRC or Agency Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from the Human Resource Specialist on the incident.

## **STATE OF MONTANA SEXUAL HARASSMENT POLICY**

It is the policy of the Montana Department of Natural Resources and Conservation to prohibit sexual harassment of its employees and applicants for employment in the work place by any person and in any form.

Each supervisor has an affirmative duty to maintain the work place free from sexual harassment. This duty includes discussing this policy with all employees and assuring them that they are not required to endure or be subject to insulting, degrading or offensive sexual treatment.

Specifically, sexual harassment refers to behavior which is not welcome, personally offensive, weakens morale and therefore interferes with employees' effectiveness and work environment, and is generally defined as unwelcome sexual advances, requests for favors and other verbal, physical and/or visual contact of a sexual nature when:

- Submission is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission or rejection by an employee is used as a basis for employment decisions affecting the employee.
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or otherwise offensive work environment.

The following are examples of sexual harassment:

- Sexual advances which are unwanted (this may include situations which began as reciprocal attractions but later ceased to be reciprocal).
- Leering or sexual gestures.
- Displaying sexually suggestive objects, pictures, cartoons or posters.
- Verbal abuse of a sexual nature, sexually-oriented jokes, innuendoes or obscenities. Sexually suggestive letters, notes or invitations.
- Reprisals or threats after a negative response to sexual advances.
- Employment benefits affected in exchange for sexual favors (may include situations where a third party is treated less favorably because others have agreed to sexual advances).
- Physical conduct such as assault, attempted rape, impeding or blocking movement or touching.
- Women in nontraditional work environments may also be subject to hazing (this may include being dared or asked to perform unsafe work practices).

No supervisor shall threaten or insinuate either explicit or implied action(s) that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, classification (grade), assigned duties, or any other condition of employment or career development.

It should be understood that sexual harassment is against the law and the State of Montana is committed to the prevention of all forms of sexual harassment in the work place. If you are not personally a victim of sexual harassment, but observe actions against other employees which you believe to be harassment, you should bring it to the attention of your supervisor or to the first level supervisor not involved in the alleged harassment or the DNRC EEO Officer. If you feel you are being sexually harassed, you may wish to pursue the following:

- Inform the individual that his/her behavior is unwelcome, offensive or inappropriate. Do not assume or hope that the problem will go away.
- If you are unable to confront the harasser, or the harassment continues, do not keep it to yourself.
- If you are considering reporting a complaint, you can:

1. Report a complaint utilizing the reporting procedures contained in the DNRC Sexual Harassment Policy/Affirmative Action Plan.
2. File a grievance under the grievance policy or through a grievance procedure available through collective bargaining agreements or statute.
3. File a complaint with the Human Rights Commission. Complaints with the Human Rights Commission will be accepted within 180 days of the action or an extended 120 days if you are using an internal complaint procedure.

It is the policy of the Department of Natural Resources and Conservation to take direct and immediate action when informed of alleged violations and enforce the full range of liability and protection created by Title VII and the Montana Human Rights Act.

Sexual Harassment Training is required for all DNRC employees. This training should take place for new employees as soon as available and prior to the completion of the six month probationary period.

The immediate supervisor will notify the new employee of this requirement during the new employee orientation. Current DNRC employees are required to attend a refresher training for Sexual Harassment at least once every two years.

**DRUG AND ALCOHOL**

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Government incidents or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Government incident, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Government's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Government incident, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Government's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Government, or while on Government business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
- The Government will conduct drug and/or alcohol testing under any of the following circumstances:
- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Government.
- **FOR-CAUSE TESTING:** The Government may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

## Standard Contractor Performance Report

Highlighted blocks are required to be completed.

<b>Evaluation Type: Interim _ Final _ (check one)</b>			
<b>Evaluating Organization</b> <small>(Firm Name):</small>		<b>Reporting Period: From</b> _____ <b>to</b> _____	
<b>Contracting Office:</b>		<b>Contract Number:</b>	<b>Order Number</b> <small>(Resource Order/Incident #):</small>
<b>Contractor Name:</b>		<b>Contractor Address:</b>	
<b>DUNS:</b>		<b>City:</b>	<b>State:</b>
<b>Additional or Alternate Contractor Name:</b>		<b>Zip/Postal Code:</b>	<b>Country:</b>
<b>TIN:</b>	<b>Industrial Code (NAICS):</b>	<b>Commodity Code:</b>	<b>Contract Type:</b>
<b>Contract Award Date:</b>		<b>Contract Expiration Date:</b>	<b>Contract Value:</b>
<b>Requirement Description</b> <small>(Equipment Type):</small>			

### Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached *Rating Guidelines*).

**Quality of Product or Service** (How did the Contractor perform, document any noncompliance or performance issues)

**0=Unsatisfactory    1=Poor    2=Fair    3=Good    4=Excellent    5=Outstanding**

**Government Comments for Quality of Product or Service (2000 characters maximum):**

**Timeliness of Performance** (Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)

**0=Unsatisfactory    1=Poor    2=Fair    3=Good    4=Excellent    5=Outstanding**

**Government Comments for Timeliness of Performance (2000 characters maximum):**

**Business Relations** (Did the Contractor perform in a business-like manner; complete administrative requirements timely)

**0=Unsatisfactory    1=Poor    2=Fair    3=Good    4=Excellent    5=Outstanding**

**Government Comments for Business Relations (2000 characters maximum):**



## Additional Info

### Contractor Key Personnel

**Contractor Manager/Principal Investigator (Owner's Name):**

**Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):** *(If applicable, describe working relationship with government representatives for this assignment)*

**Contractor Key Person (Equipment Operator's Name):**

**Government Comment on Contractor Key Person (2000 characters maximum):** *(Describe working relationship with government representatives for this assignment)*

### Customer Satisfaction

**Is/was the contractor committed to customer satisfaction?** ☐ Yes ☐ No **(Check one)**

**Would you recommend the selection of this firm again?** ☐ Yes ☐ No **(Check one)**

**Government Comments on Customer Satisfaction (2000 characters maximum):** *If no to either of above, explain below)*

## Admin Info

**Project Officer/COTR** *(Individual completing the evaluation)*

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Contractor Representative**

**Name:**

**Phone:**

**Fax:**

**E-mail Address:**

**Alternate Contractor Representative**

**Name:**

**Phone:**

**Fax:**

**E-mail Address:**

**Contracting Officer:**

**Name:**

**Phone:**

**Fax:**

E-Mail Address:

## **Rating Guidelines**

### **Quality of Product or Service**

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### **Timeliness of Performance**

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### **Business Relations**

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

## INCIDENT ORDER/PROJECT NUMBER / AGENCY CONTACT INFORMATION

Box 3 on the Resource Order contains an *INCIDENT/PROJECT ORDER NUMBER*. This number is typically the Host Agency incident number, although not always if the incident has crossed jurisdictions, become a cost share or FEMA incident. This number will help in determining the correct person to contact with financial questions.

For Example:

MT-LNF-000035

- **MT** acronym for Montana
- **LNF** is the 3 letter designator for the Lolo National Forest
  - **F** at the end stands for Forest, USFS responsibility
  - **D** at the end stands for District, BLM responsibility
  - **A** at the end stands for Agency, typically BIA responsibility
  - **S** at the end stands for State, State responsibility
  - **P** at the end stands for Park, National Park Service responsibility
- **000035** is the incident number, unique to that incident

Generally, knowing the state the incident happened in and the 3 letter forest, district, etc. designator will identify the agency you need to contact. Below is an agency list with most 3 letter designators listed for identification.

BLM, BIA, NPS	
<b>BLM (BID, BUD, MCD, LED)</b> Sarah Lee 1299 Rimtop Drive Billings, MT 59101	
<b>BIA - Rocky Mountain Region (BFA, CRA, FBA, FPA, NCA, RBA)</b> Amanda Boatright 2021 4th Avenue North Billings, MT 59101 406-247-7949 <a href="mailto:amanda.boatright@bia.gov">amanda.boatright@bia.gov</a>	<b>BIA -Northwest Region (FHA)</b> Kevin Kelly 911 Northeast 11th Portland, OR 97232 503-231-2279 <a href="mailto:kevin.kelly@bia.gov">kevin.kelly@bia.gov</a>
<b>NPS - Glacier National Park (GNP)</b> Biddy Simet PO Box 128 West Glacier, MT 59936 406-888-5806 <a href="mailto:biddy_simet@nps.gov">biddy_simet@nps.gov</a>	<b>NPS - Yellowstone National Park (YNP)</b> Georgia McAdams PO Box 168 Yellowstone National Park, WY 82190-1068 307-344-2196 <a href="mailto:georgia_mcadams@nps.gov">georgia_mcadams@nps.gov</a>

## USFS

<b>Lolo (LNF) &amp; Bitterroot (BRF) National Forests</b> Deanna Crawford 1801 North 1st Street Hamilton, MT 59840 406-363-7135 drcrawford02@fes.fed.us	<b>Custer (CNF) &amp; Gallatin (GNF) National Forests</b> Joyce Anderson 1310 Main Street Billings, MT 59105 406-690-4541 <a href="mailto:janderson@fs.fed.us">janderson@fs.fed.us</a>
<b>Helena (HNF), Lewis &amp; Clark (LCF), Beaverhead Deerlodge (BDF) National Forests</b> Lily Huskey 1101 15th Street North Great Falls, MT 59401 406-868-7428 <a href="mailto:lhiskey@fs.fed.us">lhiskey@fs.fed.us</a>	<b>Idaho Panhandle (IPF), Nez Perce-Clearwater (NCF) National Forests</b> Heather Good 104 Airport Road Grangeville, ID 83530 208-983-4096 <a href="mailto:hjgood@fs.fed.us">hjgood@fs.fed.us</a>
<b>Kootenai (KNF) &amp; Flathead (FNF) National Forests</b> Terri Tangen 31374 HWY 2 Libby, MT 59923 406-283-7650 <a href="mailto:ttangen@fs.fed.us">ttangen@fs.fed.us</a>	-

STATES	
<b>IDAHO (CAS, CMS, CTS, KVS, MCS, MIS, PDS, PLS, POS, SJS)</b> Wendy Walter or Debbie Godfrey 3284 West Industrial Loop Coeur d'Alene, ID 83815 208-769-1525 <a href="mailto:wwalter@idl.idaho.gov">wwalter@idl.idaho.gov</a> or <a href="mailto:dgodfrey@idl.idaho.gov">dgodfrey@idl.idaho.gov</a>	<b>MONTANA (SWS, NWS, CES, NES, SLO, EAS)</b> Joanne Marceau 2705 Spurgin Road Missoula, MT 59804 406-542-4252 <a href="mailto:jmarceau@mt.gov">jmarceau@mt.gov</a>
<b>NORTH DAKOTA (NDS)</b> Anthony Schultz (Acting) 916 East Interstate Avenue, Ste 4 Bismarck, ND 58503 701-328-9916 or 701-425-1835 Anthony.Schultz@ndsu.edu	

**Federal Payment Offices****USDA Forest Service**

USDA Forest Service  
 Albuquerque Service Center  
 Incident Business  
 101B Sun Ave. NE  
 Albuquerque, NM 87109

**National Park Service**

National Park Service Accounting  
 Operations Center  
 P.O. Box 100000  
 13461 Sunrise Valley Drive  
 Herndon, VA 20171

**Bureau of Land Management**

Invoice returned to the BLM  
 Local Incident Host Agency

**Bureau of Indian Affairs****Billings, Rocky Mountain Region**

Designated billing office information will  
 be provided by local host agency unit.

**US Fish and Wildlife Service**

U.S. Fish and Wildlife Service  
 Attn: RFMC David Carter  
 134 Union Boulevard, Suite 300  
 Lakewood, CO 80228

**State of Idaho****Cataldo**

80 Hilltop Overpass Road  
 Kingston, ID 83839.  
 Phone: (208) 682-4611  
 Fax: (208) 682-2991

**Craig Mountain**

PO Box 68  
 Craigmont ID 83523  
 Phone: (208) 924-5571  
 Fax: (208) 924-5571

**Eastern Idaho**

3563 Ririe Highway  
 Idaho Falls, ID 83401.  
 Phone: (208) 525-7167  
 Fax: (208) 525-7178.

**Kootenai Valley**

Route 4, Box 4810  
 Bonners Ferry, ID 83805.  
 Phone: (208) 267-5577  
 Fax: (208) 267-8301

**Maggie Creek**

Route 2 Box 190  
 Kamiah, ID 83536  
 Phone: (208) 935-2141  
 Fax: (208) 935-0905

**Mica**

3706 Industrial Avenue S.  
 Coeur d'Alene, ID 83815.  
 Phone: (208) 769-1577  
 Fax: (208) 769-1597.

**Pend Oreille Lake**

2550 Highway 2 West  
 Sandpoint, ID 83864.  
 Phone: (208) 263-5104  
 Fax: (208) 263-0724.  
 Chris Remsen

**Ponderosa**

3130 Highway 3  
 Deary, ID 83823  
 Phone: (208) 877-1121  
 Fax: (208) 877-1122.

**Priest Lake**

4053 Cavanaugh Bay Road  
 Coolin, ID 83821  
 Phone: (208) 443-2516  
 Fax: (208) 443-2162

**South Central**

PO Box 149  
 Gooding, ID 83330  
**Phone:** (208) 934-5606  
**Fax:** (208) 934-5362

**Southwest**

8355 West State Street  
Boise, ID 83703.  
Phone: (208) 334-3488  
Fax: (208) 853-6372.

**St. Joe**

1806 Main Avenue  
St. Maries, ID 83861.  
Phone: (208) 245-4551  
Fax: (208) 245-4867

**Clearwater-Potlatch Timber Protective Assn.**

10250 Highway 12, Orofino, ID 83544  
Phone: (208) 476-5612  
Fax: (208) 476-7218

**Southern Idaho Timber Protective Assn.**

555 Deinhard Lane, McCall ID 83638  
Phone: (208) 634-2268  
Fax: (208) 634-5117

**State of North Dakota****State Foresters Office**

307 First Street East  
Bottineau, ND 58318  
Attn: Brenda Johnson  
(701) 228-5422

**State of Montana****Department of Natural Resources and Conservation****DNRC Forestry Division**

2705 Spurgin Rd.  
Missoula MT 59804

**DNRC Northwestern Land Office**

655 Timberwolf Parkway STE 2  
Kalispell MT 59901-1215

**DNRC Southwestern Land Office**

1401 27th Ave  
Missoula MT 59804

**DNRC Central Land Office**

8001 N Montana Ave  
Helena MT 59602

**DNRC Northeastern Land Office**

PO Box 1021  
Lewistown MT 59457

**DNRC Eastern Land Office**

PO Box 1794  
Miles City MT 59301

**DNRC Southern Land Office**

Airport Industrial Park  
1371 Rimtop Drive  
Billings MT 59105-1978



# VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER 2. ORDER / REQUEST NUMBER

3. OWNER / VENDOR

4. AGREEMENT, PO, CONTRACT NO.

5. EXPIRES

6. MAKE

7. MODEL, TYPE

8. SERIAL NO. / VIN

9. LICENSE NO.

## Section I - Tractor, Motor Grader

	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working: oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

## Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

## 10. PRE-USE INSPECTION

☐ REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_

Print

Title \_\_\_\_\_

☐ ACCEPTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_

Title \_\_\_\_\_

Inspector Name \_\_\_\_\_

Print

Title \_\_\_\_\_

## Section IV - Truck, Bus, Van, Pickup

	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required: _____ Fire Extinguisher _____ Spare Fuses _____ Reflectors *				
25. Operator(s) properly licensed. *				

State \_\_\_\_\_ License No. \_\_\_\_\_ Class \_\_\_\_\_

Endorsements \_\_\_\_\_ Med.Cert. Expire Date \_\_\_\_\_

## Section III - Power Saw, Pump

	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

\* Safety item - Do not accept until brought into compliance.

## 11. RELEASE INSPECTION

☐ NO DAMAGE / NO CLAIM

Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_

Title \_\_\_\_\_

Inspector Name \_\_\_\_\_

Print

Title \_\_\_\_\_

7540-01-120-0607

PREVIOUS EDITION NOT USABLE



PRINTED ON RECYCLED PAPER

FINANCE COPY - PRE-USE

OPTIONAL FORM 296 (REV. 4-2000)

# VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

## FORM USE AND DISTRIBUTION

### Pre-Use Inspection

1. Inspector completes block numbers 1-10.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the “Pre-use” column of the applicable Section I, III, or IV, and Section II, “Remarks” if needed. If applicable, Section IV, item 23\* is continued on the back side of the “Finance Copy – Release.”
3. Both Vendor and Inspector must sign off the Pre-use “ACCEPTED” inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. “Finance Copy – Pre-use” (white copy), is sent **immediately** to the Equipment Finance department.
5. “Vendor Copy – Pre-use / Release” (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. “Finance Copy – Release” (pink copy), and “Inspector – Pre-use / Release” (goldenrod copy), are held by the Inspector.

### Release Inspection

1. Retrieve “Vendor Copy” and place between the “Finance Copy – Release” and “Inspector – Pre-use / Release” copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated the “Release” column of the applicable Section I, III, or IV, and Section II, “Remarks” if needed. If applicable, Section IV, item 23\* is continued on the back side of the “Finance Copy – Release.”
3. Block 11, “Release Inspection” must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns “Vendor Copy” to Vendor and **immediately** sends “Finance Copy – Release” and “Inspector Copy” to the Equipment Finance department.

## Section IV - Truck, Bus, Van, Pick-up

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

**REJECT IF:** Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

### 2. Gauges and Lights (393.81, 393.9)

- + Speedometer inoperative.
- + All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

### 3. Seat Belts (393.93)

- + Any driver or right outboard seat belt missing or inoperative.

### 4. Glass and Mirrors (393.60, 393.80)

- + Any discoloration not applied by the manufacturer for reduction of glare.
- + Any windshield crack over 1/4" wide.
- + Any crack less than 1/4" wide that intersects with any other crack.
- + Any damage 3/4" or greater in diameter.
- + Any 2 damaged areas closer than 3" to each other.
- + Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- + Any required mirror broken. (396.3(A)(1)).

### 5. Wipers and Horn (393.78, 393.81)

Wiper blade(s) fail to clean windshield within 1" of windshield sides.  
Horn missing, inoperative or fails to give adequate/reliable warning signal.

### 10. Fuel System (393.65, 393.67)

- + Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- + Visible leak at any point.
- + Fuel tank cap missing.

### 14. Steering (393.209)

- + Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- + Steering lash not within parameters, see chart in FMCSR 393.209.
- + Steering column is not secure.
- + Steering system; any U-joint worn, faulty or repaired by welding.
- + Steering gear box is loose, cracked or missing mounting bolts.
- + Pitman arm is loose, or has any welded repairs.
- + Power steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- + Any fluid leaks, fluid reservoir not full.

### 15. Brakes (393.40-393.53)

- + Brake system has any deficiencies as described in FMCSR.  
Brake system has any missing, loose, broken, out of adjustment or worn out components.
- + Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- + Brake system has any air or fluid leaks. (396.3(a)(1)).

### 18. Springs and Shocks (393.207)

- + Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- + Any leaf spring cracked, broken, missing or shifted out of position.
- + Adjustable axle assemblies with locking pins missing or not engaged.

### 20. Exhaust (393.83)

- + Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.
- + Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit).
- + Any leak at any point forward of or directly below the driver and/or sleeper compartment.

### 21. Frame (393.201)

- + Any cracked, broken, loose or sagging frame member.
- + Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- + Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3(a)(1))

### 22. Tires and Wheels (393.75, 393.205)

- + Any body ply or belt material exposed through tread or sidewall.
- + Any tread or sidewall separation.
- + Any cut exposing ply or belt material.
- + Tread depth less than 4/32" on steering axle.
- + Less than 2/32" on any other axle.
- + Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- + Any tire not properly inflated or any overloaded tire.
- + Any tire that comes in contact with any part of the vehicle. (393.3(a)(1))
- + Any tire marked "Not for Highway Use".  
(393.3(a)(1))
- + Wheels and rims shall not be cracked or broken.
- + Stud or bolt holes on the wheels shall not be elongated.
- + Nuts or bolts shall not be missing or loose.

### 24. Emergency Equipment (393.95)

- + Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use.  
(393.95(a))  
At least one spare fuse or other overload protective device. (393.95(c))
- + Warning devices for stopped vehicles. (393.95(f,g))

### 25. License (383.23, 391.41)

- + No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- + Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

### IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

**The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.**

## Taxpayer Identification Request

ATTACHMENT O

In order for the State of Montana to comply with the Internal Revenue Service regulations, this letter is to request that you complete the enclosed Substitute Form W-9. Failure to provide this information may result in delayed payments or backup withholding. This request is being made at the direction of the Montana Department of Administration, State Accounting Division, in order that the State may update its vendor file with the most current information.

We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

Only the individual's name to which the Social Security Number was assigned should be entered on the first line.

The name of a partnership, corporation, club, or other entity, must be entered on the first line exactly as it was registered with the IRS when the Employer Identification Number was assigned.

DO NOT submit your name with a Tax Identification Number that was not assigned to your name. For example, a doctor MUST NOT submit his or her name with the Tax Identification Number of a clinic he or she is associated with.

Thank you for your cooperation in providing us with this information. Please return the completed form to:

DNRC Forestry Division  
2705 Spurgin Rd  
Missoula, MT 59804  
406-542-4300

State of Montana  
 DNRC Forestry Division  
 2705 Spurgin Rd  
 Missoula MT 59804



### Taxpayer Identification Number (TIN) Verification

*Print or Type*

Please see attachment or reverse for complete instructions.

#### ➤ Legal Name

(as entered with IRS) If Sole Proprietorship, enter your Last, First, MI

#### ➤ Trade Name

If doing business as (DBA) or enter business name of Sole Proprietorship

#### ➤ Primary Address (for 1099 form)

PO Box or Number and Street, City, State, ZIP + 4

#### ➤ Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, ZIP + 4

#### ➤ Entity Designation (check only one type)

- ☐ Corporation  
     ☐ S-Corp ☐ C-Corp  
 Do you provide medical or legal services?  
     ☐ Yes ☐ No
- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
     ☐ General ☐ Limited
- ☐ LLC (for federal tax purposes taxed as)  
     ☐ Individual ☐ Partnership  
     ☐ Corporation
- ☐ Estate/Trust  
☐ Organization Exempt from Tax  
     (under Section 501 (a)(b)(c)(d)(e))
- ☐ Government Entity  
☐ Other \_\_\_\_\_  
☐ Incorporated

#### ➤ Taxpayer Identification Number (TIN) (Provide Only One) (If sole proprietorship provide FEIN, if applicable)

Social Security Number

Federal Employer Identification No

#### ➤ Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name

Printed Title

Telephone Number

Signature

Date

#### ➤ Optional Direct Deposit Information (used at agency discretion) (all fields required to receive electronic payments) (Must Include a Voided Check, No Direct Deposit Slips Accepted)

Your Bank Account Number

- ☐ Checking  
☐ Savings

Name on Bank Account

Bank Routing No. (ABA)

THIS IS A:

- ☐ New Direct Deposit ☐ Change of Existing ☐ Additional Direct Deposit ☐ Email Change Only

Email Address (Please make this LEGIBLE)

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you. **If you have questions about completing this form, please call the Warrant Writer Unit at 406-444-3092.**

## Instructions for Completing Taxpayer Identification Number Verification (Substitute W-9)

### Legal Name As entered with IRS

Individuals: Enter Last Name, First Name, MI  
 Sole Proprietorships: Enter Last Name, First Name, MI  
 LLC Single Owner: Enter owner's  
 Last Name, First Name, MI  
 All Others: Enter Legal Name of Business

### Trade Name

Individuals: Leave Blank  
 Sole Proprietorships: Enter Business Name  
 LLC Single Owner: Enter LLC Business Name  
 All Others: Complete only if doing business as a D/B/A

### Primary Address

Address where 1099 should be mailed.

### Remit Address

Address where payment should be mailed. Complete only if different from primary address.

### Entity Designation

Check *ONE* box which describes the type of business entity.

### Taxpayer Identification Number

*LIST ONLY ONE:* Social Security Number OR Employer Identification Number. **See "What Name and Number to Give the Requester" at right.**

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

### Certification

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest,

dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

### What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or Single-Owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole Proprietorship or Single-Owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or	

other tax-exempt organization	The organization
10. Partnership or multi-member LLC	
11. A broker or registered nominee	The partnership
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The broker or nominee  The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



## UNDERSTANDS AND WILL COMPLY

**Bidder must acknowledge that they have read, understand, and will comply with each section/subsection listed below by initialing the line to the left of each. If bidder cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

_____	Section 1, General Requirements
_____	Section 2, Dispatch/Delivery Requirements
_____	Section 3, Special Terms and Conditions
_____	Section 4, Specifications and Pricing Schedule
_____	Section 4.2, Pricing
_____	Section 4.3, Technical Specifications
_____	Section 4.4, Payments
_____	Section 4.5, Timekeeping/Invoicing Process
_____	Section 4.6, Order Cancellation
_____	Section 4.7, Exceptions
_____	IFB Checklist